

C O N T R A C T
2014 Tiny Places Art Project

This Agreement entered into this 12th day of August, 2014 by and between Aaron Bumgarner, 1214 North St., Lafayette, Indiana, 47905 (hereinafter called the "Artist") and the City of West Lafayette (hereinafter called the "City").

WITNESSETH:

That in consideration of the mutual covenants hereinafter set forth, the City and the Artist agree as follows:

ARTICLE 1. Engagement.

The Artist hereby agrees to provide and create a series of paintings per the attached proposal and do all things necessary to complete the 2014 Tiny Places Art Project in West Lafayette, Indiana.

ARTICLE 2. Scope of Work.

The work involves the installation of a series of selectively placed street paintings through Chauncey Village, between the Purdue campus and the Riverfront district, West Lafayette, IN, as specified in the attached request for proposals document and Aaron Bumgarner's proposal document. City staff and the Artist will work together to select 15 to 20 spaces within the specified area. Only those spaces, public and private, identified by the Department of Development staff and Artist where building owners have given permission and signed an agreement are included in this project. The Artist shall be responsible for all aspects of completing the paintings, including, but not limited to, priming surfaces, supplies, labor and insurance.

ARTICLE 3. Product of the Work.

Each art piece should utilize paint to complete the work unless otherwise agreed upon by the Artist and the City. The content of each art space must be fitting to the space and city, and any inappropriate content is in strict violation of this contract. The Artist will have completed the terms of this contract when the above mentioned work has been completed in accordance with the specifications, all required documentation has been submitted to the City and the work and documentation have been approved by the City.

ARTICLE 4. Payment.

The City agrees to pay the Artist total compensation of Three Thousand Dollars (\$3,000.00). For payment an invoice must be submitted to the City in compliance with the City of West Lafayette's procedures. Partial payments will be made based upon the percentage of work completed and approval by authorized City representatives. Payment will be made within thirty (30) days of submission of the invoice to the City. The Artist shall be responsible for payment to all sub-

contractors and vendors of the Artist.

ARTICLE 5. Termination of Agreement.

In the event Artist fails to furnish materials or execute work in accordance with the provisions of this Agreement, or fails to proceed with or complete the work within the time limit specified in this Agreement, or if the provisions of this Agreement are otherwise violated by the Artist, the City may send a written notice to the Artist indicating he is in default of this Agreement. Said notice shall contain the reason for the City's intent to declare Artist at fault and unless within ten (10) days after service of said notice, the violation shall cease, the Artist, by written notice, shall be declared in default, his right to proceed under the Agreement terminated, and the Agreement shall terminate.

ARTICLE 6. Indemnification.

The Artist agrees to indemnify and hold the City of West Lafayette and the City of West Lafayette, its officers, agents, officials, and employees harmless from any and all claims, actions, causes of action, judgments, and liens arising out of any act or omission by the Artist or any of its officers, agents, employees, or sub-Artists, vendors or sub-contractors. Such indemnity shall include attorneys' fees, all costs, and other expenses arising therefrom or incurred in connection therewith and shall not be limited by reason of the enumeration of any insurance coverage required herein.

ARTICLE 7. Enforcement.

Notwithstanding any term herein to the contrary, in the event litigation is commenced to enforce any term or condition of this agreement, the prevailing party shall be entitled to reasonable litigation costs including reasonable attorney fees.

ARTICLE 8. Severance.

The intent of the parties is that this Agreement be deemed entire in the sense that its purpose is to establish one price for the doing of the whole work, and that it be deemed severable in the sense that the voidance of any part or portion shall not void the remainder.

ARTICLE 9. Contract Documents.

The contract documents include this Agreement, proof of insurance and Artist's proposal. Said documents are hereby incorporated into and made part of the Agreement the same as if herein fully set forth.

ARTICLE 10. Records.

The Artist will maintain proper records for review by the City.

ARTICLE 11. Date of Completion.

The installation of the murals shall be completed on or before September 30, 2014 unless a delay is caused by the weather. Any such delays shall be agreed upon between the Artist and the Department of Development and reported to the City.

Dated: _____

BY: _____
Artist - Aaron Bumgarner

Printed: _____